has begun his journey within the time limit although such time may expire before the actual completion thereof. *Lundy* v. *Cent. Pac. Ry. Co.*, 66 Cal. 191; *Brian* v. *Ore. Short Line Co.*, 40 Mont. 109; *Gulf etc. Ry.* v. *Henry*, 84 Tex. 678. The principal case extends the rule and holds that if there is an express stipulation in the contract (on the ticket) that the journey must be *completed* before a certain date, such a stipulation is valid and binding on the passenger.

CARRIERS—TARIFF SCHEDULES AS NOTICE OF LIMITED LIABILITY.—The plaintiff shipped live stock in an interstate shipment without knowledge of the established rates based on a table of valuations which had been filed with the Interstate Commerce Commission, but had not been "posted" in the offices of the company in accordance with the provisions of the act. No valuation of the shipment was declared or asked. The bill of lading expressly declared that the clause limiting the valuation to a minimum amount, where no value was stated, should not apply to shipments of live stock, nor was there any reference made in the bill of lading to the fact that the rates charged were based upon a scale of valuations which had been filed with the Commission. Clause 1 of the bill of lading did request the shipper to state a value, which was not done. Clause 2 stated that the shipper had demanded to be advised as to the rates to be charged, and was offered alternative rates based on the value declared, but no value was declared and none inserted in this paragraph. The defendant contended that the shipper's recovery should be limited to the valuation determined by the rate charged. *Held,* that the tariffs not having been posted, nor any value having been declared, and the bill of lading containing no valuation nor any intimation of the carrier's intention to limit its liability, the shipper was not chargeable with notice that the rate charged was based upon a table of valuations filed with the Commission, and that therefore there was no limited liability contract between the parties. *U. S. Horseshoe Co.* v. *American Express Co.* (Pa. 1915), 95 Atl. 706.

It has been held that a schedule of rates, filed, approved and published (copies of the rates issued to the local agents of the carrier with intent to put them into force) are rates legally effective, although not posted in the freight offices of the carrier in accordance with the Act of June 29, 1906. *U. S.* v. *Miller*, 223 U. S. 599; *Kansas City So. Ry.* v. *Albers Commission Co.*, 223 U. S. 573. The fact, therefore, that the rates were not posted would not prevent the rates from being in force in the principal case. Proceeding on the theory that the shipper may hold the carrier to his full common law liability, the courts have held that the assent of the shipper in some form is necessary to a stipulation in a bill of lading or shipping receipt which limits the common law liability of the carrier. *Reider* v. *Wells*, 14 Cal. 790; *Atlantic Coast Line Co.* v. *Coachman*, 59 Fla. 130. An acceptance by the shipper of a bill of lading raises the presumption that he has assented to its terms and conditions, and he is therefore bound by a stipulation in such a contract which limits the amount of the carrier's liability, where the liability is determined by the rates charged. *Wells*

Fargo Co. v. *Neiman-Marcus*, 227 U. S. 469; *Kansas City So. Ry.* v. *Carl*, 227 U. S. 639. While the latter case, and others following it, have laid down the broad principle that the shipper is charged with notice of the rates filed with the Commission, and that the carrier's liability is regulated by the rates charged, they have all been cases in which the tariffs had been posted for public inspection, or the shipper had made a fixed valuation in the bill of lading, or the bill of lading had referred to the fact that the rates charged were based upon the valuations filed with the Commission. Thus in these ways the shipper had been charged with knowledge that the rates were based upon a table of valuations. *American Silver Mfg. Co.* v. *Wabash Ry. Co.*, 174 Mo. App. 184, 156 S. W. 830, is a case analagous in fact to the principal case with this exception, that the bill of lading contained a clause stating that in case of loss the shipper should recover full value, unless a lesser value "is determined by the classifications or tariffs upon which the rate is based." This clause was held to compel the shipper to ascertain what the tariffs in force were and to charge him with knowledge of such tariffs; it was held to be a limited liability contract, although the tariffs were not posted, and the shipper had no actual knowledge of the tariffs, and had declared no value, but had simply paid the rate demanded by the carrier's agent. A reference to the tariffs in a bill of lading was also held to charge the shipper with notice of the tariffs in force, although they had not been posted. *Mires* v. *St. Louis & S. F. Ry.*, 134 Mo. App. 379. In *Drey, Kalm Glass Co.* v. *Mo. Pac. Ry.*, 156 Mo. App. 178, there was held to be no limited liability contract as no bill of lading had been issued, although the rate charged was based upon the tariff valuations. The principal case is in accord with these decisions, if, as a matter of fact, there was no contract of limited liability. And if the shipper was not charged with notice of the schedule of rates, it would follow that there was no contract limiting liability.

COVENANTS—EFFECT OF RECOVERY FOR BREACH.—Plaintiff, who was entitled to the fee of one-third (⅓) of a tract of land, conveyed the whole, with covenants of warranty, to defendants, who later recovered the consideration in an action for breach of the covenant of seisin. Plaintiff then filed a bill in equity praying that defendants be decreed to reconvey the premises or that his deed to them be set aside. *Held,* that as equity had jurisdiction of the case on another ground, the plaintiff's deed should be set aside. *Campbell* v. *Martin* (Vt. 1915), 95 Atl. 494.

When the grantee has secured judgment in an action on the covenants of warranty for an amount equal to the consideration given, it would be inequitable to allow him to retain any benefits acquired under the deed or to hold under the other covenants a title subsequently acquired by his grantor. *Baxter* v. *Bradbury*, 20 Me. 260. The courts are not clear as to the method by which the grantor is to be protected in such a situation. Some cases seem to proceed on the theory that the judgment acts as a recission of the deed, revesting in the covenantor the title, such as it is, which he has conveyed. *Porter* v. *Hill*, 9 Mass. 34; *Stinson* v. *Sumner*, 9 Mass.